



**MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS ANGELES COUNTY DEPARTMENT OF
PUBLIC SOCIAL SERVICES
AND**

RESTAURANT NAME

Prepared by:
Los Angeles County
Department of Public Social Services
Food Stamp and Nutrition Program
12820 Crossroads Parkway South
City of Industry, California 91746
(562) 908-6345

PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

PREAMBLE (Continued)

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”; wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based Organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

PREAMBLE (Continued)

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following *Customer Service and Satisfaction Standards* in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name;
- Listen carefully and patiently to customers;
- Be responsive to cultural and linguistic needs;
- Explain procedures clearly; and
- Build on the strengths of families and communities.

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible;
- Provide clear directions and service information;
- Outreach to the community and promote available services;
- Involve families in service plan development; and
- Follow-up to ensure appropriate delivery of services.

SERVICE ENVIRONMENT

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment;
- Ensure a professional atmosphere;
- Display vision, mission, and value statements;
- Provide a clean and comfortable waiting area;
- Ensure privacy; and
- Post complaint and appeals procedures.

PREAMBLE (Continued)

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

**MEMORANDUM OF UNDERSTANDING BETWEEN
LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS)
AND
INSERT RESTAURANT NAME**

This Memorandum of Understanding (hereinafter "MOU") is entered into by and between the County of Los Angeles Department of Public Social Services (hereinafter "COUNTY") and Restaurant Name (hereinafter "CONTRACTOR"), located at business address.

RECITALS

WHEREAS, COUNTY has the need for and desires to enter into a non-financial MOU with qualified restaurants located in Los Angeles County to provide low-cost prepared meals to participants of the Food Stamp Program, who are identified by COUNTY as being homeless, elderly, or disabled; and

WHEREAS, CONTRACTOR is a restaurant in Los Angeles County that agrees to maintain a current public health operating permit issued either by the County of Los Angeles Department of Health, or by a municipal health department, and pursuant to this MOU is certified by the United States Department of Agriculture (USDA) Food and Nutrition Services (FNS) to participate in the Food Stamp Program for Communal Dining Facilities; and

WHEREAS, COUNTY finds it necessary to engage CONTRACTOR to deliver such services under the terms provided in this MOU; and

WHEREAS, COUNTY is authorized by Section 7 CRF 271, 272, 274 and 278 the Code of Federal Regulations, and Section 271 & 272 and sections 274.10 and 278.1 of the USDA, Food and Nutritional Service, Food Stamp Program to contract for these services included herein.

NOW, THEREFORE, it is agreed by and between COUNTY and CONTRACTOR as follows:

1.0 TERMS OF AGREEMENT

- 1.1 The term of this MOU shall commence on the date of execution of the MOU by the Director of DPSS and shall end June 30, 2009. This MOU shall be automatically renewed for three successive County fiscal year periods beginning on July 1, 2009, unless terminated sooner as provided for herein, contingent upon an acceptable level of performance by contractor as evidenced in DPSS monitoring findings.
- 1.2 This MOU is contingent upon CONTRACTOR receiving, and providing to COUNTY, certification as being authorized by the United States Department of Agriculture Food and Nutrition Services to participate in the Food Stamp Program for Communal Dining Facilities.

1.0 TERMS OF AGREEMENT (Continued)

- 1.3 This MOU may be amended by mutual written consent of both parties.
- 1.4 This MOU may be terminated immediately if CONTRACTOR is decertified by the United States Department of Agriculture (USDA) Food and Nutrition Service; fails to maintain a current public health operating permit; funding becomes unavailable; or there are changes in State and federal laws.
- 1.5 This MOU may be terminated at any time without cause by either party upon giving at least thirty (30) days prior written notice thereof to the other.

2.0 INTERPRETATION

- 2.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.
- 2.2 Board of Supervisors
The Board of Supervisors of the County of Los Angeles, acting as governing body for the County of Los Angeles and the Department of Public Social Services (DPSS).
- 2.3 Contractor
The restaurant/franchise owner named in this MOU, or public non-profit agency/organization, sole proprietor, partnership, which has entered into this MOU with the COUNTY to provide low-cost restaurant meals to elderly, disabled and homeless Food Stamp participants covered under the terms of this MOU.
- 2.4 Director
The Director of the Los Angeles County Department of Public Social Services, or his/her authorized representative(s).
- 2.5 Contract Manager
The individual designated by CONTRACTOR to administer the MOU on a daily basis.
- 2.6 County Contract Administrator
The person designated by COUNTY to administer the MOU on a daily basis.
- 2.7 Restaurant Meals Program
An extension of the Federal Food Stamp Program that allows the State to voluntarily participate in a prepared meals or a communal dining program.

2.0 INTERPRETATION (Continued)

The meals are provided at low-cost or concessional prices by public, non-profit or private establishments that have contracted with the State or local government to provide these services and have been certified for participation by the USDA, Food and Nutrition Service (FNS), to prepare and serve meals to homeless, elderly and disabled persons.

3.0 DPSS RESPONSIBILITIES

- 3.1 COUNTY shall certify homeless, elderly, and disabled participants of the Food Stamp Program as eligible to purchase low-cost meals with Food Stamp benefits in restaurants that have been certified by the USDA, Food and Nutrition Service (FNS) and have entered into a MOU with COUNTY for this purpose.
- 3.2 County shall inform eligible Food Stamp participants of availability of the Restaurant Meals Program and provide the names and addresses of participating restaurants.
- 3.3 COUNTY shall develop a Quality Assurance Monitoring Plan to monitor the CONTRACTOR's operations of the Restaurant Meals Program to ensure compliance with the terms and conditions of this MOU. COUNTY shall issue a monitoring report on no less than an annual basis, on its monitoring findings. COUNTY will review CONTRACTOR's INCIDENT Reports, and all CONTRACTOR-provided ad hoc reports requested by COUNTY, as well as the CONTRACTOR's documentation of its current public health operating permit, which CONTRACTOR shall provide upon COUNTY's request. COUNTY shall also review insurance certificates to ensure liability insurance is current, and complaints from customers (see Part V, Paragraphs K Insurance, and D Complaints).
- 3.4 COUNTY shall meet with CONTRACTOR, as needed, to resolve any non-compliance issues.

4.0 CONTRACTOR RESPONSIBILITIES

- 4.1 CONTRACTOR shall provide low-cost meals for breakfast, lunch and/or dinner during regular hours to eligible homeless, elderly and disabled Food Stamp participants. Low-cost meals are defined as:
 - 4.1.1 Meals that cost less than what would be charged to customers not using Food Stamps; or
 - 4.1.2 Discounted meals already offered to certain consumers; or
 - 4.1.3 Advertised special (**ie., breakfast, lunch and/or dinner combination meals**), or sale priced meals, offered to all customers.
- 4.2 CONTRACTOR shall provide meals to all eligible patrons under this MOU

4.0 CONTRACTOR RESPONSIBILITIES (Continued)

without regard to race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual preference, gender identity, domestic partner status, marital status, disability, or Acquired Immune Deficiency Syndrome, or HIV status (AID/HIV status). See, Part V (Other Terms and Conditions, Paragraph C (Civil Rights).

- 4.3 CONTRACTOR shall collect payment from patrons eligible under this MOU through the Electronic Benefit Transfer (EBT) System.
- 4.4 CONTRACTOR shall post a sign, in a manner and place prescribed by COUNTY, informing the general public of CONTRACTOR's participation in Restaurant Meals Program and include references to nondiscrimination statutes and regulations.
- 4.5 CONTRACTOR shall provide to the COUNTY an Incident Report in the event that it becomes necessary to report that something occurred in the course of business that may have a significant impact on Restaurant Meals Program participants. This may include, but is not limited to, incidents of food borne bacteria that may cause illness, or an illness of an employee that is of a nature that customers may have been exposed or put at risk of contracting an illness or disease. Incident Reports must be submitted to the County Contract Manager within 72 hours of the occurrence.
- 4.6 CONTRACTOR shall not include a service gratuity in the cost of the low cost meals. CONTRACTOR is further prohibited from charging a sales or meals tax to any eligible household who uses Food Stamp benefits to purchase a low cost meal.
- 4.7 CONTRACTOR shall not accept Food Stamp benefits for the purchase of alcoholic beverages.
- 4.8 CONTRACTOR shall abide by the rules and regulations of the United States Department of Agriculture (USDA) Food and Nutrition Services (FNS) regarding Food Stamp benefit acceptance and redemption. Upon execution of this MOU, CONTRACTOR shall complete and submit an application for authorization to participate in the Food Stamp Program for Communal Dining Facilities (Form FNS 252-22) with the USDA. CONTRACTOR shall notify COUNTY once such authorization is received and provide COUNTY with a copy of the certification document. This MOU is contingent upon CONTRACTOR certification by the USDA to participate in the Restaurant Meals Program.
- 4.9 CONTRACTOR shall comply with all local, state and federal health and safety regulations pertaining to retail food operations. CONTRACTOR shall maintain a current public health operating permit, issued either by the County of Los Angeles Department of Health Services or by a municipal health department, throughout the term of this MOU. CONTRACTOR shall provide a copy of such current permit upon request of COUNTY.

4.0 CONTRACTOR RESPONSIBILITIES (Continued)

4.10 CONTRACTOR shall install Electronic Benefit Transfer (EBT) equipment, and/or software from an EBT certified processor and be available to service Restaurant Meals Participants within 60 calendar days of notification from DPSS acknowledging FNS Certification.

4.11 CONTRACTOR shall surrender immediately all EBT equipment, software and/or hardware to the appropriate EBT vendor upon termination of this agreement; or the revocation of certification by the USDA, Food and Nutrition Service.

5.0 OTHER TERMS AND CONDITIONS

5.1 ASSIGNMENT

CONTRACTOR shall not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation and/or assignment without the COUNTY's prior written consent shall be void. Any attempt by CONTRACTOR to assign or subcontract any performance of this MOU without the express written consent of COUNTY shall be null and void and shall constitute a breach of the terms of this MOU. In the event of such a breach, this MOU may be terminated forthwith.

5.2 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that its signatory to the MOU is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this MOU have been accomplished.

5.3 CIVIL RIGHTS

5.3.1 CONTRACTOR shall abide by the provisions of *Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, the Americans with Disabilities Act of 1990, WIC Section 10000, California Department of Social Services Manual of Policies and Procedures, Division 21*, and other applicable federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement, CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability.

5.3.2 CONTRACTOR shall sign and adhere to the "Bidder's/Offeror's Nondiscrimination in Services Certification," Attachment A hereunder.

5.0 **OTHER TERMS AND CONDITIONS** (Continued)

5.4 **COMPLAINTS**

- 5.4.1 CONTRACTOR shall develop, implement and maintain procedures for receiving, investigating and responding to user complaints that are directly related to participants of the Restaurant Meals Program.
- 5.4.2 Within fifteen business days after the MOU effective date, the CONTRACTOR shall provide the County Contract Administrator (CCA) with CONTRACTOR's policy/procedure for receiving, investigating and responding to user complaints.
- 5.4.3 The CCA will review CONTRACTOR's policy/procedure and provide approval or request changes. If changes are requested, CONTRACTOR shall make the requested changes and return the revised policy/procedure to the CCA within five business days.
- 5.4.4 If the CONTRACTOR wishes to change the CONTRACTOR's policy/procedure, CONTRACTOR shall submit the proposed changes to the CCA for approval before implementation.
- 5.4.5 The CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five business days of receiving the complaint.
- 5.4.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 5.4.7 Copies of all written responses shall be sent to the CCA within three business days of mailing to the complainant.

5.5 **COMPLIANCE WITH LAWS**

- 5.5.1 CONTRACTOR agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

- *California Welfare & Institutions Code*
- *California Department of Social Services (CDSS) Manual Policies and Procedures*
- *Social Security Act*
- *State Energy and Efficiency Plan [Title 24, California Administrative Code]*
- *Clean Air Act (Section 306, 42USC 1857 (h))*
- *Clean Water Act (Section 508, 33USC 1368)*

5.0 OTHER TERMS AND CONDITIONS (Continued)

- Executive Order 11738 and Environmental Protection Agency Regulations (*40 CFR Part 15*)
- Equal Employment Opportunity (EEO) [*Executive Order 11246* Amended by *Executive Order 11375* and supplemented in *Department of Labor Regulations, 41 CFR, Part 60*]

5.5.2 CONTRACTOR shall maintain all licenses required to perform the services required under this MOU.

5.6 CONFIDENTIALITY

5.6.1 CONTRACTOR shall maintain the confidentiality of all records and information relating to Food Stamp participants under this MOU. This shall be in accordance with Welfare & Institutions (W&I) Code, Section 17006 and WIC Section 10850, as well as all other applicable federal, State, or local laws, ordinances, regulations and directives relating to confidentiality.

5.6.2 CONTRACTOR shall inform all its officers, managers, supervisors, and employees providing services hereunder, of the confidentiality provisions of this MOU.

5.6.3 Under no circumstances shall information pertaining to individuals participating in the Restaurant Meals Program under this MOU be disclosed to any person except designated COUNTY/CONTRACTOR employees without the prior written permission of the DPSS Director, or his/her authorized representative. The DPSS Director shall be advised of any request for such records or information.

5.6.4 CONTRACTOR shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to, Welfare & Institutions Code Sections 10850,17006) relating to this Contract must be shredded and not discarded in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bit/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

5.7 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this MOU on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all MOU terms and conditions. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the MOU in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvement and

5.0 OTHER TERMS AND CONDITIONS (Continued)

corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this MOU.

5.8 DISPUTES

Any disputes between COUNTY and CONTRACTOR regarding the performance of services under this MOU shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director, or his/her authorized representative, and the Director's or his/her authorized representative's decision shall be final.

5.9 GOVERNMENT OBSERVATIONS

Federal, State, County, and/or research personnel, in addition to DPSS monitoring staff, may observe performance, activities, or review documents required under this MOU at any time during normal working hours. However, these personnel may not unreasonably interfere with CONTRACTOR'S performance.

5.10 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this MOU.

5.11 INSURANCE

5.11.1 Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this MOU, CONTRACTOR shall provide and maintain a program of General Liability insurance (written on ISO policy form CG 00 01, or its equivalent), **endorsed adding the County of Los Angeles as an additional insured for all the activities arising from this MOU**, and with limits of not less than the following:

- a) General Aggregate: \$2 million
- b) Products/Completed Operations Aggregate: \$1 million
- c) Personal and Advertising Injury: \$1 million
- d) Each Occurrence: \$1 million

5.0 OTHER TERMS AND CONDITIONS (Continued)

5.11.2. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY, and shall be provided at CONTRACTOR's own expense. A certificate of Insurance (ACORD or its equivalent) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

DeLlora Ellis-Gant, HSA I
Food Stamp & Nutrition Program
12820 Crossroads Parkway South
City of Industry, California 91746

Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach upon which COUNTY may immediately terminate or suspend this MOU prior to commencing services under this MOU.

5.12 NOTICES

Delivery of notices shall be accomplished by hand-delivery or enclosing same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

Notices to CONTRACTOR

Any such notice and envelope containing same shall be addressed to CONTRACTOR at its place of business:

Insert Contractor Contact Person, Business Name and Address

Notices to COUNTY

Notices and envelopes containing same to COUNTY shall be delivered to:
Department of Public Social Services
Attn: La Tanya Lee, HSA III
Food Stamp & Nutrition Program
12820 Crossroads Parkway South
City of Industry, California 91746

5.0 OTHER TERMS AND CONDITIONS (Continued)

5.13 SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment C of this MOU and is also available on the Internet at www.babysafela.org for printing purposes.

IN WITNESS HEREOF, the parties hereto have caused this MOU to be executed on this _____ day of _____, 2010.

**LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

Philip L. Browning
Director

Restaurant Name

Owner

Internal Revenue Service Employer Identification Number _____

BIDDER'S/OFFEROR'S CERTIFICATION

- | | |
|-----------|------|
| Signature | Date |
|-----------|------|

RESTAURANT MEALS PROGRAM INCIDENT REPORT

Time and Date of Incident: _____ (a.m.) (p.m.) _____, 20____.

Restaurant Name and Address: _____

Description of Incident: _____

Action Taken or Response to Incident: _____

Person(s) Involved in the Incident: _____

Name of Person Preparing Report

Date of Report

This form must be sent within 72 Hrs. from the time of incident to:

Department of Public Social Services
Food Stamp and Nutrition Program

12820 Crossroads Parkway South
City of Industry, California 91746
Fax: (562) 695-0423
Attention: De Lloria Ellis-Gant, HSA I

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**

In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the person taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very helpful for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to San Bernardino Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.